Cardinal CSD/Support Personnel Assn.

IN THE MATTER OF FACTFINDING BETWEEN

CARDINAL COMMUNITY SCHOOL DISTRICT PUBLIC EMPLOYER AND CARDINAL SUPPORT PERSONNEL ASSOCIATION - ISEA-NEA EMPLOYEE ORGANIZATION	FACTFINDER'S REPORT AND RECOMMENDATIONS RONALD HOH, FACTFINDER

APPEARANCES

For Cardinal Community School District:

Donald Hoskins and Brian Gruhn, Attorneys
Gary Ray, Ray and Associates

For Cardinal Support Personnel Association:

Linda Schneider, Uniserv Director

Authority

This proceeding arises pursuant to the provisions of Sections 19 and 21 of the Iowa Public Employment Relations Act, Chapter 20, 2001 Code of Iowa (hereinafter Act). Cardinal Community School District (hereinafter District) and Cardinal Support Personnel Association (hereinafter Association) have been unable to agree upon the terms of their collective bargaining agreement for the 2004 fiscal year (July 1, 2003 - June 30, 2004) through their negotiations and mediation. In accordance with independently negotiated impasse procedures, the undersigned was selected from a list provided by the Iowa Public Employment Relations Board (hereinafter PERB) to conduct a hearing and issue a non-binding report and recommendations for resolution of the matters in dispute here.

The hearing was held on July 14, 2003 in Eldon, Iowa and was completed that same day. All parties appeared at the hearing and had full opportunity to present evidence and argument in support of their respective positions. The hearing was mechanically recorded in accordance with PERB regulations. The parties prior to the hearing had waived the March 15 statutory deadline for resolution of this contract impasse dispute.

STATUTORY CRITERIA

Although the Act does not specifically set forth criteria by which factfinders are to be guided in making their recommendations for resolution of impasse items, factfinders in Iowa traditionally have utilized in making such recommendations the criteria set forth for arbitrators in Section 22.9 of the Act. That statutory Section provides as follows:

> The arbitrator or panel shall consider, in addition to other relevant factors, the following factors:
>
> 1) Past collective bargaining contracts between the parties, including the bargaining that lead up to such contracts.
>
> 2) Comparison of wages, hours and conditions of employment of the involved public employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
>
> 3) The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services.

4) The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

In addition, Section 17.6 of the Act provides:

> No collective bargaining agreement or arbitrator's decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending or budget, or would substantially impair or limit the performance of any statutory duty by the public employer.

The recommendations on the impasse items herein are made with due regard to each of those statutory elements.

BACKGROUND

The District is located in southern Iowa, encompassing the Iowa towns of Eldon, Agency and Batavia, and the substantial rural and agricultural areas surrounding those towns. It operates adjacent elementary and secondary attendance centers and had a 2003 fiscal year certified enrollment of 666.8 students - down about forty-seven students from enrollment levels in fiscal year 2002. The Association represents all full-time and part-time non-certified employees of the District, including teacher aides, bus drivers, cooks, custodians, secretaries, and the head cook, head custodian and bus mechanic. There are 32 employees in the bargaining unit, but only twelve of those employees are both eligible for and take the District's health insurance program. The parties' contract provides that only those bargaining unit employees working at least 32.5 hours per week are eligible for the insurance, and thus only a total of fourteen bargaining unit employees are eligible for

District insurance coverage.

In February, 2003 the parties were notified by their insurance carrier that the insurance premium rates for the PPO 250 program in effect under the current contract would increase 41.5% effective July 1, 2003. Thereafter, a labor-management committee comprised of administrators, teachers, support staff and school board members investigated other insurance options and decided upon the existing carrier's higher deductible plans - PPO 500, PPO 750 and PPO 1000 - as the District's new insurance program. Employees could opt into any of these plans, but would pay higher amounts for all plans, with greater relative monthly costs for the above plans corresponding to lower deductible levels.

When the District professional unit represented by the Cardinal Education Association voluntarily resolved its fiscal year 2004 contract with the District, employees in that unit taking single insurance were costed at the rate for the PPO 500 plan, although they could opt to take any of the three plans, with the savings produced by such opting applied toward the cost of dependent health insurance for the subject employee in that unit.

The parties in this case were unable to agree upon which of the above insurance plans would be the basis upon which this bargaining unit employees' single insurance cost would be based, and that dispute is the gravamen of the disagreement here before the factfinder. They have voluntarily resolved all issues in this contract with the exception of wages and the above described health insurance dispute.

COMPARABILITY

The parties generally disagree concerning the Iowa school districts to which the District should be compared under the comparability criterion set forth in Section 22.9 of the Act. They do agree, however, that the five Iowa school districts next largest and the five next smallest in enrollment statewide which have bargaining agreements with support personnel are proper for comparison purposes, and the District contends that that group is the only one properly comparable under the statutory criterion of Section 22.9. The parties disagree, however, on the make-up of that comparability group, and appear to agree only to six of the potential ten members of that group - Eldora-New Providence, Postville, Sigourney, Waco, Wapsie Valley, and Woodward-Granger. Those districts range in enrollments from 739 in Wapsie Valley to 566 in Waco, and have an average enrollment of 669.5 students - only three students from that of the District, which at 666.8 students ranks fourth in that seven district group. Among all fourteen districts claimed by at least one of the parties as properly included within this group, the average enrollment is 655.6 students, about eleven students less than that of the District.

The Association further claims that organized support staff units in districts within the District's athletic conference should be examined for comparability purposes, as well as those nearby districts with support staff units within the boundaries of Area Education Agency

#15. The proposed conference comparability group ranges in enrollment from 567 in Waco to 1009 in Central Lee, and the proposed Area Education Agency #15 group from 687 in Sigourney to 4928 in Ottumwa.

DISCUSSION

This factfinder in previous Iowa factfinding and interest arbitration cases has repeatedly expressed the view that, absent agreement of the parties to the contrary, Iowa districts of relatively similar size which are close in geographic location to the subject district are the most appropriate for comparison purposes under the comparability criterion set forth in Section 22.9 of the Act. This is so because similarly-sized districts generally are subject to similar budget concerns/pressures and demographic elements, while geographically proximate districts, with minimal exception, are those with which the subject district competes for qualified and quality employees.

In these circumstances, the parties have clearly agreed conceptually that Iowa districts with similar enrollments five larger and five smaller than that of the District are proper for comparison purposes. While the factfinder is unsure why the composition of that group varies so widely between the parties, the enrollments of all fourteen of those districts claimed as within that group are similar to that of the District. This element, in conjunction with the parties' agreement to the five larger/five smaller concept, makes all fourteen of these districts properly comparable here. Those districts are Wapsie Valley, Belle Plaine, Eldora-New Providence, Denver, Sigourney, Woodward-Granger, Postville, Southeast Warren, Waco, Valley, Guttenberg, Griswold, Edgewood-Colesberg, and Garner-Hayfield.

In addition to that group, the Davis County district provides the southern border to the District and, in contrast to the bordering Ottumwa district to the west, has less than 500 more students than the District, while Ottumwa has an enrollment nearly seven and one-half times larger than that of the District. In my judgment, Davis County is also properly comparable to the District in view of its immediate geographic proximity and relatively similar size.

In my view, however, the remaining Area Education Agency #15 districts - Albia, Oskaloosa and Ottumwa - are either too large or too far away geographically (or both) to be properly comparable to the District under Section 22.9. Likewise, conference members Central Lee, Louisa-Muscatine and Mediapolis are either two or three counties in distance away from the District, and all are at least 200 students larger in enrollment. Those districts thus are also not appropriately comparable to the District in these circumstances.

ISSUE #1 - WAGES

The contractual salary schedule for bargaining unit employees - in contrast to salary provisions contained in virtually all of comparable district support employee contracts - contains only a single wage rate for each bargaining unit classification except bus drivers. That classification contains separate single rates for driver regular routes, shuttle routes, activity routes, hourly, and summer activity trips. The majority of comparable districts express wage levels in terms of wage ranges, with higher rates going to employees who have gained prior experience with that district or elsewhere.

The Association proposes that all existing wage rates be increased by 30¢ per hour. In support of that proposal, the Association points out that while the single wage rate for each classification in the District compares well with similar employers at beginning wage levels, the absence of any range or step movement for those classifications results in the erosion of the District's comparative rating at the top wage level of each category, where the District is below average in nearly all classifications. It asserts that many bargaining unit members are long-term District employees, and those employees would be eligible for higher wage rates paid under steps or ranges in existence in those comparable districts if they worked there. It argues that as an example of this wage erosion, the data shows that the Aide/Associate classification, while receiving a higher entry wage rate than that of most of the districts in the Association's comparability groups, earns an average of $1.29 and $1.50 per hour less, respectively, in the conference and the AEA/enrollment districts than the average top wage levels in those groups. It argues that these differences are further exacerbated by employee eligibility for longevity in some of those districts but not available in the District, and by the eligibility of certain groups of employees in some comparable districts to receive single and/or dependent health insurance, when that benefit is not available to those classifications in this District. It asserts that its 30¢ increase per hour wage proposal is similar in amount to the average increase agreed upon in negotiations by the parties during the past ten years, and thus is far from exorbitant. It points out that the total cost of its wage proposal, including FICA and IPERS, is only $12,580, and that such an amount is easily absorbed by the District by applying the dollars saved through attrition or reduction of only one of the three bargaining unit employees leaving the District for those reasons in fiscal year 2004.

Finally, it claims that, for the purposes of its contentions relating both to wages and insurance, the District's unspent balance on the cash accounting basis the District utilizes for budget purposes increased for fiscal year 2003 by $240,000 to $828,045 - the largest unspent balance amount in the District's history. that the District's ending fund balance exceeded $500,000 for that fiscal year, that the District has already levied an additional $52,500 in cash reserve for fiscal year 2004, and that the District's 100% budget guarantee/no new regular program dollar increase for fiscal year 2004 due to declining enrollment is a status shared by over 60% of Iowa K-12 districts. It contends that these elements show the District's ability to pay for the wage and insurance proposals made here by the Association.

The District proposes a wage increase for bargaining unit employees of 5¢ per hour across-the-board. In support of that proposal, it argues that an examination of wage data for each bargaining unit classification generally shows that current District wage levels are either equal to or high when measured against rates in existence in the District's comparability group, particularly when the District's liberal insurance program benefit is factored in. It contends that with few exceptions, no comparable district has a higher starting wage rate than the District, and examples of those high relative rates include custodians and secretaries 22.1% and 15.5%, respectively, above the averages in those classifications in its comparability group. It points out that while its wage levels for some classifications do not compare as well at maximum wage levels, District employees are not required to work as many years as employees in comparable districts in order to reach the maximum salary level.

The District further asserts that the average total package settlement percentage increase in its comparability group for fiscal year 2004 is 4.79%, but that those districts in that group have average new money increases of 0.51% and average insurance cost increases of 18% - figures more positive than those in existence in the District. It claims that the average statewide support staff total package percentage settlement increase is 4%, with an average 12% insurance cost increase, and that those figures for districts in the "acceptable" solvency category identical to that of the District average a 3.96% total package increase and an 11% insurance cost increase. It contends that other arbitrators and factfinders in cases involving declining enrollment districts such as the District have awarded total package percentage increases less than those averages, and that such a below average total package percentage award is thus proper in these circumstances.

With regard to its contentions relating to both wages and insurance, the District asserts in the area of its ability/willingness to pay that all normally examined budget indicators in the District, except its unfunded unspent balance, are well below the average and are generally near the bottom in the District's comparability group, that it ranks at or near the top in that group in both tax rate and instructional support funding, and that its solvency ratio has decreased from 5.3 last year to 2.3 this year - reducing it to the lower "acceptable" category and ranking it second worst in the District comparability group both in that category and in un-designated/unreserved fund balance category. It argues that despite its relatively high unspent balance amount, its available cash amount backing up that unspent balance figure is only $105,000 on a modified accrual accounting basis - a level second lowest in its comparability group. It asserts that the District is only sixth highest in its comparability group in investment income, that its nutrition fund applicable to this bargaining unit is at level 101% below the average in that group, and that it had to borrow for the first time in fiscal year 2003 in order to meet its financial obligations. Based upon these elements, it contends that its budget situation justifies a below average total package wage and insurance percentage recommendation from the factfinder.

DISCUSSION

The unusual single rate pay levels for District support staff employees, in combination with the greatly varying methods of compensating similarly-situated employees in comparable districts, make difficult exact comparisons between pay rates of District employees and those of employees of these comparable districts. Generally, however, the data shows that District employees compare well at beginning wage levels, and that this comparative advantage erodes and tends to become a disadvantage as movement occurs toward maximum wage levels in those comparable districts. The data does show, however, that the custodian, head custodian and secretarial bargaining unit classification pay levels are above the comparability group averages at each of the minimum, maximum and maximum with longevity levels in the comparability group. Those classifications thus compare extremely well, particularly given the fact that District employees in those classifications earn these relative high pay levels from the first day of their District employment. On the whole, it appears that District wages are generally found at levels at or slightly above average when compared to wage levels among similarly-situated employers.

After review of all of the evidence concerning wages and related matters, and after consideration of the statutory criteria contained in Section 22.9 of the Act, the factfinder recommends an across-the-board wage increase of 15¢ per hour. Although that increase standing alone is somewhat below the average increase among comparable employers, it will not negatively affect the existing above average standing of the secretary, custodian and head custodian classifications when compared with those classifications among similarly-situated employers. In combination with the factfinder's recommendation on the impasse item of insurance, infra, it will produce a total package percentage increase budget-to-budget of 4.17% - an amount which recognizes the District's less than robust financial condition when compared to similarly-situated employers, yet at the same time both provides employees with a reasonable wage increase level and maintains the minor higher percentage difference in the support staff's favor between the total package costs of the support staff and teacher contracts voluntarily agreed upon by all parties for fiscal year 2003. That fiscal year 2004 total package percentage amount, in my judgment, is affordable to the District in view of both the staff cuts and resignations in this bargaining unit, as well as the similar percentage cost total package increase voluntarily agreed to by the District with its teacher bargaining unit for fiscal year 2004.

RECOMMENDATION

The factfinder recommends on the impasse item of wages that the parties agree to an across-the-board wage increase of 15¢ per hour.

ISSUE #2 - HEALTH INSURANCE

Article XII of the current contract concerns insurance. It provides, inter alia, that the District will pay the cost of a long-term disability plan, and of group hospital, medical and major medical insurance for full-time employees, which are defined elsewhere in the contract as those working at least 32.5 hours per week. Fourteen of the thirty-two bargaining unit employees are eligible for District-paid insurance coverage, and twelve of those employees take that coverage. As previously indicated, the parties have agreed to move from the existing single offered PPO 250 plan coverage to a new insurance plan for fiscal year 2004 consisting of three choices for employees - PPO 500, PPO 750 and PPO 1000. Each plan has higher deductibles than the current insurance program, and costs for each plan decrease in relative terms as deductibles under them increase. In accordance with the Background section of this Report and Recommendations, the gravamen of the dispute in this area concerns the parties' inability to agree upon which of the above insurance plans will serve as the basis for costing bargaining unit employees' single insurance costs for fiscal year 2004.

POSITIONS OF THE PARTIES

THE ASSOCIATION

The Association's insurance proposal, which it would add to Article XII, Section A of the current contract as new second and third sentences, provides as follows:

> "The District will pay the cost of the PPO 500. The employee shall have the option of selecting either PPO 500, PPO 750 or PPO 1000."

In support of that proposal, the Association points out that both the teacher bargaining unit and Association-represented support staff have been covered by the same insurance plan since prior to the time when the support staff began being represented by the Association in 1991, and that the District's proposal thus attempts to break both long-standing bargaining history and a long held tradition of the District paying the same amount for employees taking single insurance in both employee groups. It argues that, in the Association's agreement through the District-wide labor-management committee to the new insurance plans, employees already will pay higher deductibles, will no longer have a prescription drug out-of-pocket maximum, and will pay more for out of network office visits, and that the District's high deductible proposal is particularly onerous given these additional costs which bargaining unit employees already must pay under the new insurance program. It points out that in participating in the decision to offer three insurance options to employees for fiscal year 2004, the Association never anticipated or agreed that the District would provide only an insurance dollar amount equivalent to the highest deductible and of significantly less benefit to support employees than the amount provided to District teachers. It asserts that the District's insurance proposal in combination with the District's wage proposal would result in take-home pay decreases of between $350 and $400 per year for all bargaining unit categories in comparison to amounts they receive under the current contract. It claims that virtually all comparable employers provide the full cost of single insurance to their support staff employees, that virtually all operate under insurance plan deductibles lower than those to be effective for the District in fiscal year 2004, that some make monthly contributions for employees to dependent insurance, and that many have less restrictive eligibility requirements than those existing in the District. It argues that, while teacher contracts in comparable districts generally provide more dollars toward dependent insurance than those districts do for support staff, full single coverage is provided in virtually all comparable support staff contracts, and no comparable district provides a poorer insurance plan for its support staff than it does for its teaching staff. Finally, the Association costs its total package wage and insurance proposals as a 5.41% budget-to-budget increase - an amount which it believes is affordable to the District in view of the budget data discussed above.

THE DISTRICT

The District proposes to eliminate the existing language of the first sentence of Article XII, Section A following the existing phrase "For full-time employees, the District will pay the cost of a long term disability plan," and replace that deleted language with the following:

> "...and will pay for the lowest cost option for group hospital, medical, and major medical insurance, when multiple options are available."

In support of that proposal, the District argues that its proposal provides bargaining unit employees with a comparable insurance increase while not providing a disproportionate share of available dollars to the twelve unit members who take the District insurance. It asserts that the 19.5% insurance cost increase in the District's proposal is the closest of the three insurance choices to last year's insurance cost increase amount, and is well above the statewide average insurance settlement for teachers for fiscal year 2004. It claims that the District has a relatively liberal insurance eligibility threshold at 32.5 hours per week when most comparable employers require forty hours per week for insurance eligibility, and that only two comparable districts provide insurance at a lower weekly hour eligibility threshold level than does the District. It claims that the Association's insurance proposal is simply unreasonable in light of the greatly increased District insurance costs, the limited number of eligible bargaining unit employees, and the District's deteriorating financial condition, in that: 1) it is equivalent to a 35¢/hr wage increase or a 2.93% increased cost; 2) its adoption would take up virtually all of the dollars available for unit-wide wage increases; and 3) it is well above the state average insurance increase to the point that it would be the 21st highest statewide insurance increase and double the state average in this area when compared to teacher unit insurance cost settlement amounts for fiscal year 2004. It asserts that the historical total package settlement pattern for this unit is an average 3.64% increase, and that the Association's insurance proposal is well beyond both that historical average and the limits of internal and external comparability. It contends that a lower insurance deductible is more appropriate in a teacher unit where virtually all employees take District-provided insurance, that an award of the Association's proposal disproportionately benefits only twelve bargaining unit members, and that factfinders and arbitrators in other cases involving similar costs and financial difficulties have not hesitated to award to classified employees insurance programs with higher deductibles than those in existence for teachers. Finally, it claims that the average total package settlement for support units among comparable districts is 4.79% (3.7% median), 4% statewide, and 3.96% in districts with a similar solvency rating to that of the District, but that those comparable district group members have a higher average new state funding level and a lower average fiscal year 2004 insurance increase than does the District.

DISCUSSION

It has unfortunately become virtually axiomatic in interest factfinding and arbitration cases that employers, employees and employee organizations are often faced with high single digit, double digit, and sometimes high double digit percentage increases in health insurance costs, and that bargaining table decisions regarding how those increases are to be met involve substantial economic impact upon both employers and employees alike. In such circumstances, the parties have little alternative other than to either seek new insurance cost bids for coverage they can live with, and/or to closely monitor costs claimed by medical providers, to assure that the parties receive the highest possible "bang for the (insurance) buck." It is hoped that both the District and the Association continue to work together to assure that such a result occurs, given the significant increased costs involved.

That being said, it is the criteria for arbitrator awards set forth in Section 22.9 of the Act which must provide the framework here for the factfinder's recommendation for settlement of this insurance impasse item. Although a precise analysis of each element of the data in the area of insurance presented by the parties is not appropriate under those statutory criteria in these circumstances, that data does allow for certain conclusions by the factfinder which are relevant to the determination of the appropriate level of recommendation in this impasse area. Those conclusions are set forth below.

First, and most important for purposes of the factfinder's recommendation, the data in the overall comparability group of fifteen districts found appropriate here by the factfinder shows that eleven of those districts (including the $1 employee cost in Woodward-Granger) pay 100% of the single coverage costs for eligible support staff employees, and three of those districts also make small monthly contributions toward dependent insurance costs for those employees. That data further shows in the area of eligibility that, even if the term "full-time" means 40 hours per week, 12 months per year in each district for which the District claims an eligibility restriction to "full-time" employees (which the factfinder considers highly unlikely), at least six of the comparable districts have eligibility thresholds more liberal in nature than that of the District, and the District thus is likely about in the middle of that group in comparisons of support employee insurance eligibility. Most important to this recommendation, however, that data shows that no other comparable district has an insurance program deductible level anywhere near the level contained in the District's proposal. Indeed, in data provided by the Association (the District provided no data in this area), only one comparable employer's insurance plan in the Association's five larger/five smaller enrollment district group and Davis County had a deductible as high as that contained in the Association's proposal here, and about one-half of that group had a PPO insurance plan with only a $100 deductible. Put more simply, there is virtually no support in any of these comparability areas for the District's PPO $1000 deductible insurance plan.

Second, the Association as an institution has decided to propose the PPO 500 insurance plan despite the fact that only twelve bargaining unit employees will benefit from whatever level of insurance is recommended here, and with the knowledge that if the more expensive lower deductible plan is recommended, the recommended wage increase likely will be smaller. While the District may disagree with the Association's priorities in proposing that insurance plan here, that disagreement alone is not properly an element of the appropriate criteria for the factfinder's recommendation set forth in Section 22.9. As previously indicated, it is those statutory criteria only which must guide the factfinder in making his recommendations.

Third, the District's less than robust financial health properly serves to justify a total package percentage increase recommendation by the factfinder which is less than the average settlement increase among comparable employers. The District has substantially fewer actual dollars backing up what is otherwise a significant unspent balance and this amount is low in comparison to similarly-situated employers, its solvency ratio decreased significantly last year, many other financial health indicators are below the average among comparable employers, its insurance cost increases are higher than average, its taxing levels are high, and it is receiving no state foundation formula new money for fiscal year 2004. Despite an average total package increase of 4.79% under the District's comparability group data, it would not be financially prudent for the District's total package settlement to be as high as the average in the that comparability group in these circumstances.

Based upon all of the data presented and the criteria contained in Section 22.9 of the Act, the factfinder recommends that the parties adopt the Association's position and contract language concerning insurance, with minor clarifications believed appropriate by the factfinder. That PPO 500 level of insurance deductible is supported by the deductible levels for existing insurance program among all comparable employers, it is consistent with the 100% single insurance levels paid for support employees by the large majority of those comparable employers, and the limited number of District support employees receiving this benefit is consistent with the average eligibility levels among those employers. That insurance level is also consistent with the statutory bargaining history criterion, which in these circumstances shows a long, uninterrupted history of identical insurance programs for both teachers and support staff, as well as payment for support staff of 100% of the single premium for of that identical insurance program. In combination with the factfinder's wage recommendation, infra, it produces a total package percentage increase of 4.17% budget-to-budget, below the average among comparable employer support staff contracts but, as in fiscal year 2003, slightly above the percentage total package increase provided to the teacher bargaining unit. That lower than average total package percentage amount properly balances, in my judgment, the comparability group evidence on both insurance and total package cost with the less than average financial status of the District when compared to similarly-situated employers, and provides a total package increase more in line with Iowa districts experiencing similar financial strains.

RECOMMENDATION

The factfinder recommends that the parties agree to add the following new second and third sentences to Article XII, Section A of the contract:

> "The District will pay the cost of the PPO 500 insurance plan. The eligible employee shall have the option of selecting the PPO 500, PPO 750 or PPO 1000 plan."

CONCLUSIONS OF LAW

In accordance with Section 21 of the Act and the criteria contained in Section 22.9, the factfinder recommends, for the reasons set forth above, that the parties agree to the following in resolution of their remaining impasse items of wages and insurance.

1. WAGES - An across-the-board wage increase of 15¢ per hour, retroactive to July 1, 2003.

2. INSURANCE - Add the following new second and third sentences to the provisions of Article XII, Section A of the current contract:

   "The District will pay the cost of the PPO 500 insurance plan. The eligible employee shall have the option of selecting the PPO 500, PPO 750 or PPO 1000 plan."

July 28, 2003

RONALD HOH
Factfinder